



City Clerk's Office
Receiving #
1968
I-02-007
Yakima County



Contract # 1968
(Obtain from City Clerk)

T-02-007

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original contract documents

2. Amendments/Change Orders

- a) Contact City Clerk's Office for Contract Number
- b) One copy of the contract routing form
- c) Three original amendments/change orders
- d) One copy of the original contract

CONTRACT DESCRIPTION

Contract Originator: Eric Swansen

Department/Division: CMO

Date: 25-oct-02

Type of Contract: ☐ (C) Building Construction ☐ (L) Lease Agreement ☒ (I) Intergov't Agreement
☐ (A) Addendum/Change Order ☐ (W) Public Works ☐ (O) Other
☐ (GR) Grants ☐ (S) Purchase of Services (all types)

CONTRACT TITLE: Interlocal Agreement with Yakima County for Jail Services

Brief Description of Services: Jail services and transportation

Contract Modification: Has the original contract boilerplate language been modified? N ☐ Y ☒ If yes, list which sections have been modified.

Bid/RFP Number: _____

Name of Consultant/Contractor _____

Effective Date: 1 Nov 02

Termination
Date: _____

31 dec 2999

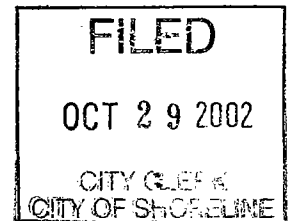
Total Amount of Contract:
(including reimbursable expenses)

OrgKey # & Object # 2003027-5510
J/L # (if required)

Is there sufficient funds in the current budget to cover this contract? Y ☒ N ☐ If no, from where are the additional funds coming?

Payment Terms (monthly installments, progress payments, etc.): Qtrly. / Annually

Remarks:



SIGNATURE ROUTING:

Date

- ☒ 1. Project Manager/Director
- ☒ 2. Risk Mgmt/Budget
- ☒ 3. City Attorney
- ☐ 4. Send to Consultant for signature (only send contract documents)
- ☒ 5. City Council Approval (if required)

10/23/02
10/26/02
10/27
(mo/day/year)

- ☒ 6. City Manager (if required)
- ☐ 7. Dept. Director (if authorized)
- ☒ 8. City Clerk
- ☐ 9. Purchasing

10/29/02

INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON
AND THE CITIES OF ALGONA, AUBURN, TOWN OF BEAUX ARTS
VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEN,
CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVALL,
FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST
PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE,
NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON,
SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH,
SNOQUALMIE, TUKWILA, WOODINVILLE AND TOWN OF YARROW
POINT, WASHINGTON, FOR THE HOUSING OF INMATES BY YAKIMA
COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on this 25th day of October, 2002 by and between the Cities of Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and Town of Yarrow Point, Washington ("Cities"), and Yakima County, Washington ("Yakima County").

A. Yakima County and the Cities are each authorized by law to operate a jail.

B. The governing bodies of each of the parties have determined to enter into this Agreement as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW, as amended).

C. The Cities wish to designate Yakima County's correctional facilities as a place of confinement for the incarceration of one or more inmates lawfully committed to the Cities' custody.

D. Yakima County and the Cities have determined that long-term correctional services contracting is a responsible intergovernmental opportunity that resolves serious economic and public safety hardships for all parties.

E. Yakima County intends to construct and professionally operate additional jail bed capacity, in part to meet its obligations created by this Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

- (a) Average Daily Population ("ADP") means that number of City Inmates confined in Yakima County correctional facilities for a year, divided by 365.
- (b) Care means custody, care and treatment including basic, emergency, essential and/or major medical and dental care, food, lodging and personal items, as further described in Section 6 of this Agreement
- (c) City Inmate means a person confined by any City for the violation of state or municipal law and delivered by any City's Police Department to the custody of Yakima County.
- (d) Custody means the point in time any City Inmate is either (i) booked into any Yakima County jail facilities or (ii) has been released by a City to the Care of Yakima County, including without limitation, the point at which Yakima County or its agents have taken physical possession of such City Inmate for transportation to any Yakima County jail facilities as described in Section 6(c), whichever occurs first and continues until the City Inmate is released from Yakima County jail facilities.
- (e) Daily fee means that fee charged for the daily Care of City Inmates.
- (f) Jail Day means the time period between 12:00:01 a.m. until 12:00 midnight.
- (g) Minimum Bed Commitment means the bed commitment made by the Cities to maintain an ADP in Yakima county jail facilities equal to 150 City Inmates from the effective date of this Agreement until June 30, 2003 and equal to 440 City Inmates from July 1, 2003 until the termination of this Agreement.

2. EFFECTIVE DATE

(a) Execution of Agreement. Yakima County expects to authorize the construction and equipping of new correctional facilities to be located in Yakima County ("New Jail Facility"). The obligations of Yakima County and the Cities and the initial effective date of this Agreement shall commence only when this Agreement has been executed by a sufficient number of Cities to represent 90% of the 440 Minimum Bed Commitment. The Cities have estimated each City's respective jail population as set forth on the signature page. These estimates shall in no way obligate each City individually to deliver these estimated populations, but are provided solely for the purpose of setting an effective date to this Agreement and committing the Cities to collectively provide the Minimum Bed Commitment. In the event this Agreement is not fully executed on or before September 1, 2002 by a sufficient number of Cities as described above, this Agreement shall be null and void and no party to this Agreement shall be subject to liability of any kind arising out of this Agreement.

(b) Permits and Financing. Yakima County is exercising best efforts to obtain the necessary permits and financing for the siting and construction of the New Jail Facility. The obligations of Yakima County and the effective date of this Agreement are conditioned upon

Yakima County obtaining the necessary building permits and the issuance of bonds for the financing of the New Jail Facility no later than December 31, 2002. In the event that Yakima County is unable for any reason to obtain such permits or issue such bonds on or before December 31, 2002, this Agreement shall be null and void and no party to this Agreement shall be subject to liability of any kind arising out of this Agreement.

(c) Completion of New Jail Facility. Following the commencement of construction, Yakima County agrees to exercise due diligence to complete the New Jail Facility, the occupancy date, following the shakedown period, is currently estimated by Yakima County to be July 1, 2003. Upon receipt of a full or temporary certificate of occupancy for the New Jail Facility, and upon completion of the required "shakedown period," Yakima County agrees to accept City Inmates pursuant to this Agreement.

(d) Effective Date. If Yakima County is successful in obtaining execution of this Agreement as described in subsection (a), and in obtaining the necessary permits and financing as described in subsection (b), then the date the New Jail Facility is completed and ready for occupancy described in subsection (c) shall constitute the effective date ("Effective Date") of this Agreement.

3. DURATION

The term of this Agreement shall commence upon the Effective Date and shall end at 11:59 p.m. on December 31, 2009, subject to earlier termination as provided by Section 4 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to all of the parties.

4. TERMINATION

- (a) Mutual Consent. This Agreement may be terminated by mutual consent between Yakima County and any City; provided, however, that the ADP attributable to that City in the prior calendar year shall reduce the total Minimum Bed Commitment; and, provided further, however, that this Agreement shall remain in full force and effect as between Yakima County and all remaining non-terminating Cities.
- (b) For Cause. This Agreement may be terminated by any party for cause. "Cause" shall mean any material violation of the terms of this Agreement or any material breach of a party's obligation under the terms of this Agreement; provided, however, that such termination shall be effective only as between a party committing such breach and the party alleging such breach. If the termination for cause is a result of Yakima County's actions, the Minimum Bed Commitment shall be reduced by an amount equal to the ADP attributable to that City in the prior calendar year.

- (c) Notice of Termination. No termination shall be effective until written notice of intent to terminate this Agreement stating with reasonable specificity the basis for the termination and identifying the sections of the Agreement that have been violated is mailed by certified mail, return receipt requested, to all the parties to this Agreement ("Notice of Termination"). The termination shall not be effective for one (1) year following mailing of the Notice of Termination. The termination of this Agreement between Yakima County and a City, whether by mutual consent or for cause, shall not affect the rights or obligations of Yakima County or any remaining City under this Agreement except for reducing the Minimum Bed Commitment pursuant to subsection (a).
- (d) Compensation for Services Rendered. In the event of termination of this Agreement, the departing City shall compensate Yakima County at the rate set forth in Section 7 up to the effective date of the termination of this Agreement as between Yakima County and the departing City.

5. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Yakima County: Yakima County Dept. of Corrections and Security
128 N. Second Street
Yakima, WA 98901

Contact Person: Kenneth A. Ray, Director

City of _____: City of _____ Police Department
_____, WA 98

Contact Person: _____

6. AGREEMENT TO TRANSPORT AND HOUSE CITY INMATES

(a) Care of City Inmates. Yakima County shall maintain its correctional facilities, including the New Jail Facility, to Care for and house City Inmates and such other prisoners allowed by law. Yakima County shall manage, maintain and operate its jails in compliance with all applicable federal, state and local laws and regulations. Yakima County shall confine City Inmates; provide all necessary basic, emergency and/or major medical, psychiatric, dental and hospital services and supplies; provide for the City Inmates' physical and subsistence needs; provide programs and/or treatment consistent with the City Inmates' individual needs; provide for reasonable and satisfactory video and on-site visitation for attorneys, spouses, family and

friends of City Inmates; adequately supervise City Inmates; maintain proper discipline and control; and make certain that City Inmates receive no special privileges and that the sentence and orders of the committing court are faithfully executed. Nothing contained in this section shall be construed to require Yakima County, or any of its agents, to provide treatment, facilities or programs for any City Inmates which it does not provide for its own comparable inmates; provided, however, that Yakima County shall continuously provide inmate interpretative services which meet or exceed those interpretive services available at the King County Jail; and provided further, however, that Yakima County shall not eliminate, modify or reduce any mental health, treatment, therapy or rehabilitation facilities or programs available to Yakima County Jail inmates as of the date of the execution of this Agreement without the prior agreement of the Cities. Yakima County shall have the discretion to assign City Inmates to its various correctional facilities, including the New Jail Facility, as deemed appropriate according to its standard operating procedures and policies. Except as provided in Section 12, it is expressly understood that Yakima County shall not be authorized to transfer custody of any City Inmate confined pursuant to this Agreement to any party other than the applicable City, or to release any City Inmate from custody without written authorization from the committing court. Yakima County shall provide or arrange for such medical, psychiatric and dental services at the expense of Yakima County in consideration for the daily fee. Whenever Yakima County identifies a City Inmate's need for special medical care that cannot be provided by the correctional facility medical staff, Yakima County shall obtain medical services commensurate with those provided to other inmates of Yakima County. Upon request by the City, Yakima County shall provide the City with verbal or written information pertaining to any medical, psychiatric or dental services provided to City Inmates.

(b) Minimum Bed Guarantee. From and after the Effective Date of the Agreement and continuing until June 30, 2003, Yakima County guarantees a minimum of 150 daily jail beds for City Inmates. Commencing July 1, 2003 and continuing until this Agreement is terminated, Yakima County guarantees a minimum of 440 daily jail beds for City Inmates. If King County, Washington refuses to accept City Inmates prior to July 1, 2003, Yakima County will use best efforts to accept additional City Inmates by contracting with Benton County, Okanogan County and/or Chelan County, Washington for additional jail capacity for City Inmates. If Yakima County has jail bed capacity in excess of this minimum guarantee, Yakima County will accept additional City Inmates if requested by the Cities. Prior to constructing new jail capacity beyond the Jail Facility, Yakima will contact the Cities and offer to reduce the Minimum Bed Commitment. If any City voluntarily agrees to such a reduction, the Minimum Bed Commitment shall be reduced by the amount of beds the City agrees to return to Yakima for its use.

(c) Transports. Yakima County agrees to transport all City Inmates to and from the Yakima County Department of Corrections and Security. Yakima County agrees to pick up City Inmates at the Renton City Jail, 1055 S. Grady Way, Renton, WA, the King County Correctional Facility, 500 5th Avenue, Seattle, WA, the Issaquah Jail, 130 E Sunset Way, Issaquah, WA, the Fife Jail, 3737 Pacific Highway East, Fife, WA, the Auburn Jail, 25 W. Main Street, Auburn, WA and the Regional Justice Center, 401 4th Avenue N., Kent, WA, and/or such other locations in King County as designated by the Cities. The cost of Care of City Inmates as set forth in Agreement Between Yakima County/City of Shoreline

Section 7 shall cover a minimum of one (1) roundtrip transport every day, seven days a week and Yakima County commits to transport as many City Inmates as are available for such transport. If any City requests additional transports, the cost shall be agreed upon between Yakima County and the requesting City.

7. COMPENSATION

(a) Daily Fee. In consideration of Yakima County's commitment to provide Care for City Inmates, the Cities agree to pay Yakima County a daily fee for the housing and Care of each City Inmate, including all medical, psychiatric and dental costs. Yakima County shall not charge a booking fee or any other fees in connection with the Care of City Inmates. The following daily fee includes a \$10 medical/dental fee per bed per day and increases at a rate of 5% per annum:

YEAR	DAILY FEE PER CITY INMATE (bed maintenance + medical/dental fee)
2002	\$ 56.00
2003	\$ 58.80
2004	\$ 61.74
2005	\$ 64.83
2006	\$ 68.07
2007	\$ 71.47
2008	\$ 75.05
2009	\$ 78.80

(b) Minimum Bed Commitment Fee. The Cities agree to maintain the Minimum Bed Commitment, adjusted for any reductions due to termination by mutual consent set forth in Section 4(a), after the effective date of this Agreement and until the termination of this Agreement. The ADP of City Inmates shall be reconciled on an annual basis. During the first quarter of each year, Yakima County shall calculate the ADP of all City Inmates during the prior calendar year. In the event this annual ADP falls below the Minimum Bed Commitment, then the Cities shall be charged for the difference between the actual ADP and the Minimum Bed Commitment. The Cities shall be billed for this amount consistent with Section 7(c).

(c) Billing and Payment. Yakima County shall provide each of the Cities with individual monthly statements itemizing the names of each City Inmate who is receiving Care from Yakima County, the case or citation number, and the number of days of Care, including the date and time booked into the Yakima County jail facilities and the date and time released from the Yakima County jail facilities. Yakima County shall pro-rate the Daily Fee of any City Inmate that has multiple charges among the Cities by dividing the Daily Fee pro-rata among those Cities with such multiple charges. Each Cities' individual monthly statement shall also include a statement showing the number of bed days used by all other Cities. Yakima County agrees to

provide said statement for each month on or about the 10th day of the following month. Payment shall be due to Yakima County within sixty (60) days from the date the statement is received. Payments not received by the 60th day shall bear interest at the rate of 1% per month until payment is received. Any billing for failure to meet the Minimum Bed Commitment shall be delivered to each of the Cities during the first quarter of each year and shall include a reconciliation of all the Cities usage and each Cities ADP during the prior calendar year. By separate contract, the Cities have agreed on the division of this bill among the Cities.

8. RIGHT OF INSPECTION

The Cities shall have the right to inspect, at all reasonable times, all Yakima County jail facilities in which City Inmates are confined in order to determine if such jail facilities maintain standards of confinement acceptable to the Cities and that such inmates therein are treated on a nondiscriminatory basis in accordance with all applicable federal, state and local requirements.

9. INMATE ACCOUNTS

Yakima County shall establish and maintain an account for each City Inmate and shall credit to such account any additional personal funds received on account of such City Inmate ("Inmate Funds") and shall make disbursements for the City Inmate's personal needs, debiting such account in accurate amounts. Yakima County shall maintain a satisfactory procedure to accept and deposit additional funds from family members and friends into individual City Inmate accounts. Such procedure shall include the acceptance of cashier's and government checks and cash by Yakima County on behalf of City Inmates. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Yakima County shall be accountable to the City for such Inmate Funds. At the earlier of the termination of this Agreement, the City Inmate's death, release from incarceration or return to either the City or indefinite release to the court, the Inmate's Funds shall be transferred to the City. Upon request of the City, the Yakima County Department of Corrections and Security will transfer all or any portion of Inmate Funds that may be reimbursed to a City Inmate to the City in the form of a check in the name of the City Inmate eligible for said reimbursement.

10. DISCIPLINE

Yakima County shall have physical control over and power to execute disciplinary authority over all City Inmates. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline prohibited by state or federal law or the imposition of a type of discipline that would not be imposed on a comparable Yakima County inmate.

11. RECORDS AND REPORTS

(a) Before or at the time of delivery of each City Inmate, the City shall forward to Yakima County a copy of all records of the City Inmate pertaining to his/her present incarceration at the Renton City Jail, the King County Correctional Facility and/or the Regional Justice Center. If additional information is requested by Yakima County regarding a particular City Inmate, the parties shall mutually cooperate to provide any additional information.

(b) Yakima County shall keep all necessary and pertinent records concerning City Inmates in the manner mutually agreed upon by the parties hereto. During confinement in the Yakima County jail, the City Inmate shall, upon request, be entitled to receive and be furnished with copies of any report or record associated with said City Inmate's incarceration.

12. REMOVAL FROM THE YAKIMA COUNTY JAIL

Except for City Inmates eligible for correctional work details and under the direct supervision of a correction officer, a City Inmate shall not be removed from the Yakima County jail by any person without written authorization from the City or by order of any court having jurisdiction. Yakima County agrees that no early releases or alternatives to incarceration, including furloughs, passes, home detention, or work release shall be granted to any City Inmate housed pursuant to this Agreement without written authorization by the committing court. This section shall not apply to an emergency necessitating the immediate removal of the City Inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an imminent danger to the safety of the City Inmate or to other inmates or personnel of Yakima County. In the event of any such emergency removal, Yakima County shall inform the City of the whereabouts of the City Inmate at the earliest practicable time and shall exercise all reasonable care for the safe keeping and custody of such City Inmate.

13. ESCAPES

In the event any City Inmate shall escape from Yakima County's custody, Yakima County will use all reasonable means to recapture the City Inmate. The escape shall be reported promptly to the City. Yakima County shall have the primary responsibility for and authority to direct the pursuit and retaking of the City Inmate or any other inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Yakima County; however, Yakima County shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

14. DEATH OF A CITY INMATE

(a) In the event of the death of a City Inmate, the Yakima County Coroner shall be notified promptly. The City shall receive copies of any records made at or in connection with such notification. Yakima County will investigate any death within its facility and will allow the City to join in the investigation. The City shall have the right to obtain copies of any police investigation report pertaining to the death of a City Inmate in the Yakima County jail facility.

(b) Yakima County shall promptly notify the City of the death of a City inmate, furnish information as requested by a City and, subject to the authority of the Yakima County Coroner, follow the instructions of the City with regard to the disposition of the body. The City shall provide written instructions regarding the disposition of the body within three business days of receipt by the City of notice of such death. The City shall pay all expenses necessary for the preparation and shipment of the body. With the City's consent, Yakima County may arrange for burial and all matters related or incidental thereto and the City shall pay all such expenses. The provisions of this section shall govern only the relations between or among the parties hereto and shall not affect the liability of any other person for the disposition of the deceased or for any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any City Inmate who has died while in Yakima County custody.

15. RETAKEING OF INMATES

In event the confinement of any City Inmate is terminated for any reason by either party, retaking of City Inmates shall be coordinated in the same manner and at the same rates as if this Agreement had not been terminated, or in a manner as agreed in writing by the parties.

16. HOLD HARMLESS AND INDEMNIFICATION

(a) The City shall defend, indemnify and hold harmless Yakima County, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney's fees, arising out of or resulting from the negligent acts or omissions, tortious actions, or civil rights violations under State or Federal law of the City, its officers, agents and employees in connection with the confinement of any City Inmate by Yakima County.

(b) Yakima County shall defend, indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney's fees and costs, arising out of the negligent acts or omissions, tortious actions, or civil rights violations under State or Federal law of Yakima County, its officers, agents and employees in connection with the Care, Custody or confinement of any City Inmate by Yakima County. As part of its obligations, Yakima County shall defend, indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims of any kind whatsoever related to the transportation of City Inmates in the Custody of Yakima County.

(c) Yakima County and the Cities hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

(d) The provisions of this Section 16 shall survive any termination or expiration of this Agreement.

17. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement;

(b) Each party shall obtain and maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

(c) The coverage evidenced in Section 17(b) may not be sufficient to cover all liability losses and related claim settlement expenses. Evidence of these limits of coverage does not relieve Yakima County from liability for losses and settlement expenses greater than these limits.

18. RIGHT TO REFUSE INMATES

(a) Yakima County shall have the right to refuse to accept any City Inmate beyond the Minimum Bed Commitment when, in the opinion of Yakima County, the Yakima County jails' inmate population is at or so near capacity that there is a substantial risk that the operational capacity limits of the jail facilities might be reached.

(b) Except as provided for in subsection (a), and notwithstanding any classification criteria or other policies or procedures in existence or hereinafter adopted by Yakima County seemingly to the contrary, Yakima County shall have the right to refuse to accept a City Inmate, or to return a City Inmate to a City, only if, in the reasonable judgment of Yakima County, such City Inmate has a current illness or injury which may adversely affect the operations of the Yakima County jail, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property. If a City Inmate is being returned to the City pursuant to this subsection (b), the cost of transport shall be paid by the City unless the transport can be made by Yakima County within the terms set forth in Section 6(c) of this Agreement.

19. INDEPENDENT CONTRACTOR

In providing services under this Agreement, Yakima County is an independent contractor and neither it nor its officers, agents or employees are employees of the Cities or any City for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue, to an employee of the Cities or

any City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

20. GENERAL PROVISIONS

This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by all of the parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest and assigns; provided, however, that Yakima County shall not delegate its duties pertaining to City Inmate Care without the written consent of the applicable City, which consent shall not be withheld unreasonably. Any provision that is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either party defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to an award of all its attorney fees, costs and expenses. Failure of any party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Yakima represents and assures the Cities that no other King, Pierce or Snohomish County or city located within such county will receive more favored treatment under a contract with Yakima covering the Care of any inmates. The laws of the state of Washington shall govern this Agreement. Any action, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Superior Court for the State of Washington in Thurston County. This Agreement may be executed in any number of counterparts. Upon Effective Date, this Agreement modifies, supersedes and replaces any and all contractual provisions, promises, or covenants contained in any previous agreement between any City and Yakima County.

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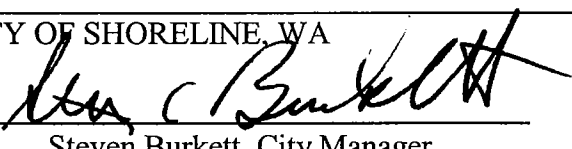
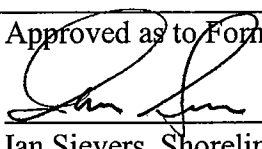
IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

<p>BOARD OF YAKIMA COUNTY COMMISSIONERS</p> <p>By: _____ James M. Lewis, Chairman</p> <p>By: _____ Jesse S. Palacious, Commissioner</p> <p>By: _____ Ronald F. Gamache, Commissioner</p>	<p>ATTEST:</p> <p>_____ Carla Rodriquez, Clerk of the Board of Yakima County Commissioners</p> <p>Approved as to Form:</p> <p>_____ Ronald S. Zirkle Chief Deputy Prosecuting Attorney For Yakima County</p>
<p>CITY OF ALGONA, WA</p> <p>By: _____ Glenn Wilson, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ George Kelley, Algona City Attorney</p>
<p>CITY OF AUBURN, WA</p> <p>By: _____ Peter B. Lewis, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Daniel B. Heid, Auburn City Attorney</p>
<p>TOWN OF BEAUX ARTS VILLAGE, WA</p> <p>By: _____ Charles R. Lowry, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Wayne Stewart, Town Attorney</p>
<p>CITY OF BELLEVUE, WA</p> <p>By: _____ Steve Sarkozy, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Richard L. Andrews, Bellevue City Attorney</p>

CITY OF BLACK DIAMOND, WA By: _____ Howard Botts, Mayor Estimated ADP: _____	Approved as to Form: _____ Loren D. Combs, City Attorney
CITY OF BOTHELL, WA By: _____ Jim Thompson, City Manager Estimated ADP: _____	Approved as to Form: _____ Michael E. Weight, Bothell City Attorney
CITY OF BURIEN, WA By: _____ Gary P. Long, City Manager Estimated ADP: _____	Approved as to Form: _____ Lisa Marshall, Burien City Attorney
CITY OF CARNATION, WA By: _____ Woody Edvalson, City Manager Estimated ADP: _____	Approved as to Form: _____ Phil A. Olbrechts, Carnation City Attorney
CITY OF CLYDE HILL, WA By: _____ George S. Martin, Mayor Estimated ADP: _____	Approved as to Form: _____ Clyde Hill City Attorney
CITY OF COVINGTON, WA By: _____ Andrew D. Dempsey, City Manager Estimated ADP: _____	Approved as to Form: _____ Duncan C. Wilson, Covington City Attorney
CITY OF DES MOINES, WA By: _____ Tony Piasecki, City Manager Estimated ADP: _____	Approved as to Form: _____ Des Moines City Attorney

CITY OF DUVALL, WA By: _____ Becky Nixon, Mayor Estimated ADP: _____	Approved as to Form: _____ Bruce Disend, Duvall City Attorney
CITY OF FEDERAL WAY, WA By: _____ David H. Moseley, City Manager Estimated ADP: _____	Approved as to Form: By: _____ Bob C. Sterbank, Federal Way City Attorney
CITY OF ISSAQUAH, WA By: _____ Ava Frisinger, Mayor Estimated ADP: _____	Approved as to Form: By: _____ Wayne D. Tanaka, Issaquah City Attorney
CITY OF KENMORE, WA By: _____ Stephen L. Anderson, City Manager Estimated ADP: _____	Approved as to Form: _____ Michael R. Kenyon, Kenmore City Attorney
CITY OF KIRKLAND, WA By: _____ David H. Ramsay, City Manager Estimated ADP: _____	Approved as to Form: _____ Gail Gorud, Kirkland City Attorney
CITY OF LAKE FOREST PARK, WA By: _____ David R. Hutchinson, Mayor Estimated ADP: _____	Approved as to Form: _____ Michael P. Ruark, Lake Forest Park City Attorney
CITY OF MAPLE VALLEY, WA By: _____ John F. Starbard, City Manager Estimated ADP: _____	Approved as to Form: _____ Lisa Marshall, Maple Valley City Attorney

CITY OF MEDINA By: _____ Douglas J. Schulze, City Manager Estimated ADP: _____	Approved as to Form: _____ Kirk R. Wines, Medina City Attorney
CITY OF MERCER ISLAND, WA By: _____ Richard M. Conrad, City Manager Estimated ADP: _____	Approved as to Form: _____ Londi K. Lindell, Mercer Island City Attorney
CITY OF NEWCASTLE, WA _____ Andrew J. Takata, City Manager Estimated ADP: _____	Approved as to Form: _____ Dawn Findlay, Newcastle City Attorney
CITY OF NORMANDY PARK, WA By: _____ Merlin MacReynold, City Manager Estimated ADP: _____	Approved as to Form: _____ Susan Rae Sampson, Normandy Park City Attorney
CITY OF NORTH BEND, WA By: _____ Joan Simpson, Mayor Estimated ADP: _____	Approved as to Form: _____ Michael R. Kenyon, North Bend City Attorney
CITY OF PACIFIC, WA By: _____ Howard Erickson, Mayor Estimated ADP: _____	Approved as to Form: _____ Bruce Disend, Pacific City Attorney
CITY OF REDMOND, WA By: _____ Rosemarie Ives, Mayor Estimated ADP: _____	Approved as to Form: _____ James E. Haney, Redmond City Attorney

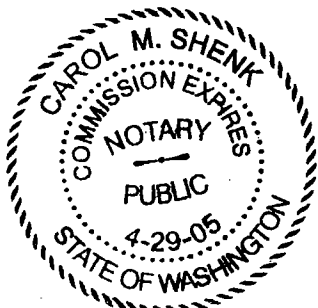
CITY OF RENTON, WA By: _____ Jesse Tanner, Mayor Estimated ADP: _____	Approved as to Form: _____ Lawrence J. Warren, Renton City Attorney
CITY OF SAMMAMISH, WA By: _____ Ben Yazici, City Manager Estimated ADP: _____	Approved as to Form: _____ Bruce Disend, Sammamish City Attorney
CITY OF SEATAC, WA By: _____ Jay Holman, Acting City Manager Estimated ADP: _____	Approved as to Form: _____ Robert L. McAdams, SeaTac City Attorney
CITY OF SEATTLE, WA By: _____ Gregory J. Nickels, Mayor Estimated ADP: _____	Approved as to Form: _____ Thomas A. Carr, Seattle City Attorney
CITY OF SHORELINE, WA By:  _____ Steven Burkett, City Manager Estimated ADP: <u>18</u>	Approved as to Form:  _____ Ian Sievers, Shoreline City Attorney
CITY OF SKYKOMISH, WA By: _____ Skip Mackner, Mayor Estimated ADP: _____	Approved as to Form: _____ Jeffrey Ganson, Skykomish City Attorney
CITY OF SNOQUALMIE, WA By: _____ Randy Fuzzy Fletcher, Mayor Estimated ADP: _____	Approved as to Form: _____ Pat Anderson, Snoqualmie City Attorney

CITY OF TUKWILA, WA By: _____ Steve Mullet, Mayor Estimated ADP: _____	Approved as to Form: _____ Robert F. Noe, City Attorney
CITY OF WOODINVILLE, WA By: _____ Pete Rose, City Manager Estimated ADP: _____	Approved as to Form: _____ Wayne D. Tanaka, Woodinville City Attorney
TOWN OF YARROW POINT, WA By: _____ Jeanne R. Berry, Mayor Estimated ADP: _____	Approved as to Form: _____ Wayne Stewart, Yarrow Point Town Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, Steven C. Burkett, to me known to be the City Manager/Mayor of the City/Town of Shoreline, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

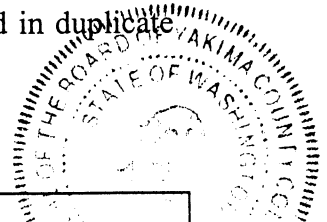
Given under my hand and official seal this 29th day of October, 2002.



Carol M Shenk
(notary signature)
Carol M Shenk
(typed/printed name of notary)

Notary Public in and for the State of Washington
My commission expires: 04/29/05

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:



<p>BOARD OF YAKIMA COUNTY COMMISSIONERS</p> <p>By: <u>James M. Lewis</u> James M. Lewis, Chairman</p> <p>By: <u>Jesse S. Palacios</u> Jesse S. Palacios, Commissioner</p> <p>By: <u>Ronald F. Gamache</u> Ronald F. Gamache, Commissioner</p>	<p>ATTEST:</p> <p><u>Carla Rodriguez</u> Carla Rodriguez, Clerk of the Board of Yakima County Commissioners</p> <p>Approved as to Form: <u>[Signature]</u> Ronald S. Zirkle Chief Deputy Prosecuting Attorney For Yakima County</p>
<p>CITY OF ALGONA, WA</p> <p>By: _____ Glenn Wilson, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form: _____ George Kelley, Algona City Attorney</p>
<p>CITY OF AUBURN, WA</p> <p>By: _____ Peter B. Lewis, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form: _____ Daniel B. Heid, Auburn City Attorney</p>
<p>TOWN OF BEAUX ARTS VILLAGE, WA</p> <p>By: _____ Charles R. Lowry, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form: _____ Wayne Stewart, Town Attorney</p>
<p>CITY OF BELLEVUE, WA</p> <p>By: _____ Steve Sarkozy, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form: _____ Richard L. Andrews, Bellevue City Attorney</p>